

Amendment No. 4

To

AGREEMENT BETWEEN THE KANSAS DEPARTMENT OF CORRECTIONS
AND CORRECT CARE SOLUTIONS, INC.
FOR COMPREHENSIVE HEALTH CARE SERVICES

This Amendment is made this 20th day of February, 2009 by and between the Kansas Department of Corrections (KDOC) and Correct Care Solutions, Inc. (CCS).

WITNESSETH:

WHEREAS, the parties entered into an Agreement for Comprehensive Health Care Services ("Agreement") dated December 23, 2004; and,

WHEREAS, said Agreement was amended on October 28, 2005 (Amendment No. 1) and on February 23, 2007 (Amendment No. 2); and on May 18, 2008 (Amendment No. 3), and

WHEREAS, evolving medical technologies and inmate health issues present the need for certain enhancements and clarifications related to KDOC medical services; and,

WHEREAS, the parties have determined that the Agreement requires amendment;

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

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1. All terms and conditions of the Agreement dated December 23, 2004 and amended on October 28, 2005 (Amendment No. 1) and on February 23, 2007 (Amendment No. 2) and on May 18, 2008 (Amendment No. 3) shall remain in full force and effect except as specifically amended herein;
 2. Unless otherwise indicated, all provisions contained in this Amendment No. 4 shall be effective as of the date mentioned first above.
 3. With respect to contract section 5.13.9, **Health Care Equipment Fund**, the parties agree to reduce the health care equipment fund from \$95,000 by \$10,000 to a total of \$85,000.00 for the period July 1, 2008 to June 30, 2009; and to reduce such fund from \$224,000 by \$160,450 to a total of \$63,550 for the time period of July 1, 2009 to June 30, 2010.

As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section 5.15.3, **Contractor's Staff Development**, the parties agree that the related "Education Fund" annual amount for the period July 1, 2008 to June 30, 2009 shall be reduced from \$63,839 to an amount of \$43,839; and that the amount for such fund for the period July 1, 2009 to June 30, 2010 shall be reduced from \$65,755 to an amount of \$25,755 for the period July 1, 2009 to June 30, 2010.

5. As part of the not to exceed price outlined in section 18 of this contract, And; with respect to contract section 5.16.1, **Minimum Staffing Plan Requirements**, the parties agree to the following staffing reductions:

- a. 1.00 FTE Director of QI, Regional Office, as of July 1, 2008;
- b. 0.50 FTE Dentist, Topeka, as of July 1, 2008.
- c. 1.00 FTE Activity Therapist, El Dorado, as of November 1, 2008;
- d. 1.00 FTE Discharge Planner, Larned, as of July 1, 2008;
- e. 0.55 FTE Nurse Practitioner, Larned, as of November 15, 2008;
- f. 1.00 FTE Mental Health Coordinator, Topeka, as of August 15, 2008;
- g. 1.00 FTE RN Lansing (Osawatomie), as of March 1, 2009;
- h. 1.00 FTE LPN Norton (Stockton), as of March 1, 2009;
- i. 0.50 FTE LPN El Dorado, as of March 1, 2009;
- j. 1.00 FTE Psych RN Larned, as of March 1, 2009;
- k. 0.20 FTE Pharmacist, as of March 1, 2009;
- l. 1.00 FTE CMA Lansing, as of March 1, 2009;
- m. 1.00 FTE Activity Therapist Lansing, as of March 1, 2009;
- n. 1.00 FTE Activity Therapist Larned, as of March 1, 2009;
- o. 1.00 FTE Activity Therapist Larned, as of March 1, 2009;
- p. 1.00 FTE Mental Health Coordinator Regional Office, as of March 1, 2009;
- q. 1.00 FTE Administrative Assistant Regional Office, as of March 1, 2009;
- r. 1.20 FTE RN Winfield, as of April 1, 2009;
- s. 0.25 FTE Physician Winfield, as of April 1, 2009;
- t. 1.00 FTE Release Planner Winfield, as of April 1, 2009;
- u. 1.00 FTE DON Winfield, as of April 1, 2009; and
- v. 1.00 FTE Mental Health Secretary Winfield, as of April 1, 2009.

6. Contractor's Staffing Summary attached dated February 20, 2009 contains the staffing plan for this contract. That Staffing Summary supersedes all earlier Staffing Summaries submitted by Contractor during negotiations and is controlling.
7. No staffing or performance penalties shall be imposed on Contractor related to the staffing reductions in Section 5. above.

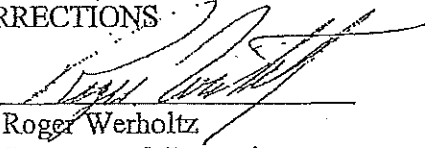
8. Payments – The not-to-exceed figures to each potential fiscal year of this contract are amended as follows:

FY 2009 \$46,116,458
FY 2010 \$46,630,669
FY 2011 \$49,297,186
FY 2012 \$50,667,648
FY 2013 \$52,076,209
FY 2014 \$53,523,927

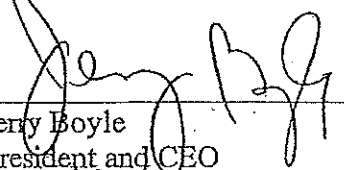
9. The FY09 reduction of \$554,548 shall be applied to the June 2009 payment. The FY10 reduction of \$1,333,124 shall be pro-rated with 1/12 applied on a monthly basis during FY10.
- 10 Effective with FY 2011 and thereafter, all positions listed in Section 5. of this Amendment shall be reinstated, subject to funding appropriations.
- 11 A one-time payment of \$114,368.50 to CCS for the Dental Lab shall be made on the June 2009 payment.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 on the dates indicated below.

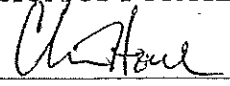
KANSAS DEPARTMENT OF
CORRECTIONS

By: 
Roger Werholtz
Secretary of Corrections
Date: 3/9/09

CORRECT CARE SOLUTIONS, INC.

By: 
Jerry Boyle
President and CEO
Date: 6/9/09

DIVISION OF PURCHASES

By: 
Chris Howe
Director of Purchases
Date: 7/2/10

KDOC Staffing Final Summary- Effective 11/20/2008

CORRECT CARE SOLUTIONS

Population:	Lansing	Hutchinson	El Dorado	Winfield	Ellsworth	Norton	Topeda	Larned	Regional	Penalty Rate
HSA	1,000	1,000	1,424	805	798	788	657	352	8.00	\$33.90
DON	1,000	1,000	1,000	0.00	1,000	1,000	1,000	1,000	7.00	\$26.20 Asst HSA h
MD	2,000	1,500	1,235	0.25	0.00	1,000	1,000	0.25	7.65	\$78.23
PA/NP/ARNP	1,500	1,500	3,000	0.50	0.25	0.00	1,000	0.25	8.20	\$36.23
DOS	2,500	2,000	2,000	0.75	0.75	1,000	1,200	0.25	10.20	\$83.00
Dental Assistant	2,500	2,000	2,000	0.50	0.75	1,000	1,200	0.25	10.20	\$11.57
RN	14,000	14,500	16,000	3.80	6.00	8,200	8,200	7.00	75.70	\$22.56
LPN	17,000	12,000	11,600	5.00	4.00	2,000	9,200	1,000	81.70	\$15.56
CMA	5,000	8,200	10,000	0.00	2.00	1,000	3,500	3.00	32.70	\$10.95
Admin Assist	1,000	1,000	1,000	1.00	0.00	1,000	0.50	0.75	6.25	\$10.87
Med Records	3,800	2,500	2,000	1.00	2.00	1,000	2.00	0.50	14.80	\$10.67
Ward Clerk	3,000	1,000	2,000	0.50	0.00	0.00	0.00	0.00	8.90	\$10.67
Lab Tech	1,000	0.50	1,000	0.00	0.00	0.00	0.00	0.00	2.50	\$10.95
X-Ray Tech	0.50	0.50	1,000	0.10	0.10	0.10	0.23	0.00	2.65	\$19.43
ART	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	\$16.80
ART Clerk	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	1.50	\$10.95
MENTAL HEALTH										
Clinical Director	1.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	\$77.22 NP rate 36
Assist Cl Director	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	\$21.00
Psychiatrist	1.00	1.00	0.75	0.00	0.00	0.00	1.00	1.00	4.75	\$89.26
Ph.D.	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	2.00	\$30.46
Forensic Psychologist	2.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	3.00	\$30.46
MA/MSW	10.00	6.00	8.00	2.00	3.00	2.00	5.50	4.00	40.80	\$22.05
Release PL	2.00	1.00	2.00	0.00	1.00	0.75	1.00	1.00	8.75	\$14.70
MH Secretary	1.00	1.00	1.00	1.00	1.00	0.90	1.00	1.00	7.80	\$12.60
OA	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.50	1.00	\$12.60
AT DIR	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	\$15.75
AT	2.00	0.00	2.00	0.00	0.00	0.00	1.00	3.00	8.00	\$13.13
PSY RN	1.00	1.00	0.50	0.00	0.00	0.00	0.50	1.00	4.10	\$23.10
Ph.D. RDU			0.80				0.00		0.80	\$87.75
Psychom (RDU)			1.00				0.00		1.00	\$13.13
MA RDU			8.00				2.00		10.00	\$22.05
ARNP			1.00				0.00		1.00	\$36.23
MD			0.50				0.00		0.50	\$79.38
PSYCHIATRIST			0.25				0.00		0.25	\$89.26
SUB TOTAL	27,690	26,620	30,095	17,625	22,435	18,950	15,745	29,750	365.70	
REGIONAL STAFF										
Regional Vice President									1.00	\$41.69
Regional Medical Director									1.00	\$81.60
Regional Dental Director									0.00	\$35.81
Regional Psychiatric Director									0.60	\$79.37
Regional Manager									1.00	\$25.99
Regional Director of Nursing									1.00	\$13.62
Office Manager									0.00	\$9.89
Clerical Support									1.00	\$20.91
UM Coordinator									0.00	
CI Support Staff									1.00	
Regional Mental Health Coord									0.00	
Regional Telepsych									0.50	
IT / EMR Support									3.00	\$15.00
RFP TOTAL	7,630	5,620	6,055	17,261	22,435	18,950	15,745	29,750	365.70	